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Jennifer Galvan on behalf of herself and all similarly aggrieved employees

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Superior Court of California
County of Santa Cruz
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Lisa Glover


SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CRUZ

JENNIFER GALVAN, on behalf of herself
and all similarly aggrieved employees,

Plaintiff,

v.

BELLOWS PLUMBING, HEATING &
AIR, INC.; DAVID MICHAEL MURROW;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 25CV00480

**CLASS, REPRESENTATIVE, AND
INDIVIDUAL ACTION**

**COMPLAINT FOR DAMAGES,
PENALTIES AND FOR INJUNCTIVE
RELIEF**

1 Plaintiff Jennifer Galvan, complains and alleges as follows:

2 1. Plaintiff Jennifer Galvan (“Plaintiff”) is a competent adult who is, and at all
3 times mentioned in this complaint has been, a resident of Santa Cruz County, California.
4 Plaintiff was employed by Defendants from approximately July 2018, through January 3,
5 2025, pursuant to an unwritten contract, some of the terms of which were the product of an
6 oral agreement, with other terms implied from or incorporated from written materials and
7 policies maintained by Defendants and from the conduct of the parties. The terms of this
8 contract included working as a non-exempt employee, and at all times as an employee not
9 exempted from the California Labor Code. Plaintiff is, and at all relevant times was, an
10 individual as defined in Business and Professions Code §§ 17201 and 17204.

11 2. Defendant BELLOWS PLUMBING, HEATING & AIR, INC. (“BELLOWS”)
12 is, and at all times mentioned in this complaint has been, a corporation incorporated under the
13 laws of the State of California and registered to do business in the State of California. Plaintiff
14 is informed and believes and thereon alleges that BELLOWS is authorized to and does
15 conduct business throughout the State of California, and has purposefully availed itself of the
16 privileges and benefits of doing business in the State of California.

17 3. Defendant David Michael Murrow (“MURROW”) is an individual who at all
18 relevant times has worked for BELLOWS in a supervisory role. On information and belief, he
19 resides in Santa Cruz County.

20 4. Plaintiff is the named Plaintiff and Class Representative herein.

21 5. Plaintiff and the Class Members alleged herein (collectively, “Class Members”)
22 seek remedies for all compensation and penalties due to the Class Members during the “Class
23 Period,” which is defined as four years from the filing date, through the date on which final
24 judgment is entered, based upon information and belief that Defendants are continuing and
25 will continue the unlawful employment practices as described herein.

26 6. Each Class Member is an identifiable, similarly-situated person who is now, or
27 was during the Class Period, employed by Defendants as an administrative/office employee.
28 Plaintiff reserves the right to seek additional amendments of this Complaint to add as a named

1 Plaintiff some or all of the persons who are members of the Class.

2 7. Plaintiff and the Class Members are ignorant of the true names, identities,
3 capacities and relationships of the Defendants sued herein as DOES 1 through 50, inclusive,
4 and therefore sues these Defendants by such fictitious names. Plaintiff and the Class Members
5 are informed and believe, and thereon allege, that each of these fictitiously named Defendants
6 are responsible in some manner for the occurrences herein alleged, and that Plaintiff's and the
7 Class Members' damages as herein alleged were proximately caused by DOES 1 through 50.
8 Plaintiff and the Class Members will amend this Complaint to allege the true names and
9 capacities of said DOE Defendants when such information is ascertained. Each reference to
10 "Defendants," and each reference to any particular Defendant herein, shall be construed to
11 refer to all Defendants, including, but not limited to, all of those fictitiously named herein as a
12 "DOE" Defendant, and each of them.

13 8. Plaintiff and the Class Members are informed and believe, and thereon allege,
14 that each of the Defendants herein was at all times relevant to this action the agent, employee,
15 representative, partner, and/or joint venturer of the remaining Defendants, and each of them,
16 and that each of the Defendants herein was at all times acting within the course and scope of
17 that relationship. Plaintiff and the Class Members are further informed and believe, and
18 thereon allege, that each of the Defendants herein consented to, ratified, and/or authorized the
19 acts of each of the remaining Defendants herein. The conduct of each of the Defendants was
20 at all times herein in accordance with and represents the official policy of Defendants.
21 Additionally, at all times herein mentioned, Defendants, and each of them, aided and abetted
22 the acts and omissions of each and all of the other Defendants, which proximately caused the
23 damages herein alleged. Plaintiff and the Class Members are further informed and believe,
24 and thereon allege, that all of the Defendants jointly employed the Plaintiff and Class
25 Members herein and/or carried out a joint scheme, business plan and/or uniform policy, and
26 the acts and omissions of each Defendant are legally attributable to the other Defendants such
27 that they are deemed a single integrated enterprise and agents of one another so that all
28 Defendants are each jointly and severally liable for the acts and omissions hereinafter alleged.

1 9. Defendants BELLOWS, MURROW, and DOES 1 through 50 (collectively
2 referred to herein as “Defendants”) are, and at all times herein were, “persons” as defined in
3 California Business and Professions Code § 17201.

4 10. At all times herein, Defendants directly or indirectly, or through an agent or
5 representative, exercised control over the wages, hours and/or working conditions of the
6 Plaintiff and the Class Members, and directly or indirectly or through an agent or other person
7 engaged, suffered, or permitted Plaintiff and the Class Members to work.

8 **JURISDICTION AND VENUE**

9 11. Plaintiff brings this Complaint for violations of California law occurring in this
10 County, including without limitation violations of the California Labor Code, Business and
11 Professions Code, Civil Code and common law, and the amount in controversy exceeds the
12 minimum jurisdictional amount of the Superior Court. Based on information and belief,
13 Defendants have intentionally availed themselves of the benefits and privileges available
14 within this State, economic or otherwise, so as to render the exercise of jurisdiction over them
15 by the courts of the State of California consistent with traditional notations of fair play and
16 substantial justice. Accordingly, this Court has jurisdiction over the parties and claims in this
17 matter.

18 12. Pursuant to Code of Civil Procedure § 395(a), venue is proper in this judicial
19 district because Defendants now, and all times relevant herein, reside and/or transact business
20 in this County. The conduct alleged herein and the damages resulting therefrom occurred in
21 this County, and at all times herein Defendants maintained their principal place of business in
22 this County.

23 **ADMINISTRATIVE PROCEEDINGS**

24 13. Plaintiff has met all the jurisdictional requirements for proceeding with her
25 claims under the FEHA, including without limitation, California Government Code Sections
26 12960 and 12965, by timely filing an administrative complaint with the California Civil Rights
27 Department (CCRD). A true and correct copy of Plaintiff’s CCRD complaint and right-to-sue
28 letter is attached hereto as **Exhibit A**.

1 14. Pursuant to California Labor Code § 2699.3, Plaintiff gave written notice on
2 November 13, 2024, by electronic filing with the Labor and Workforce Development Agency,
3 and by certified mail to Defendant BELLOWS of factual and legal basis for the labor law
4 violations alleged in this Complaint.

5 15. Pursuant to California Labor Code § 2699.3, Plaintiff seeks all applicable
6 penalties for violations which the Labor and Workforce Development Agency has failed or
7 elected not to investigate and/or failed or elected not to issue a citation. Plaintiff has
8 exhausted all administrative remedies required by the Labor and Workforce Development
9 Agency as a prerequisite to filing this action.

10 **FEHA ALLEGATIONS**

11 16. Plaintiff was hired by BELLOWS in July 2018, as a plumbing apprentice. At
12 the time, Plaintiff had more than seven years of quality control and management experience,
13 two years of plumbing experience, and she had completed a vocational training program
14 (Ultimate Technical Academy) in plumbing service and technology. In 2017, Plaintiff also
15 received her trade association (NASSCO) certifications for pipeline assessment and lateral
16 assessment (PACP and LACP), necessary for sewer inspections. She completes the
17 PACP/LACP re-certifications approximately every three years.

18 17. At BELLOWS, Plaintiff was assigned to work under David Michael MURROW
19 (“MURROW”) as her direct supervisor. Her schedule was M-F 8:00AM through
20 approximately 5:00PM, but closing time varied depending on the job. Depending on the needs
21 of the job, sometimes they would get off early, and sometimes they would work late. Plaintiff
22 was paid hourly, starting at \$18.00 per hour and receiving raises to \$30.00 per hour by 2021.
23 Once Plaintiff was promoted and assigned her own van/truck, BELLOWS said she would
24 receive commissions for the sales/jobs she sold.

25 18. Plaintiff was a good and hard-working employee, and she enjoyed her work.
26 When hired, Plaintiff worked and trained with a plumbing installation crew for about a year
27 and then was assigned to a van with another technician. By August 2019, Plaintiff was
28 promoted to her own truck/van and received a desk in the plumbing side of the building. She

1 was the only non-manager to have a desk. Plaintiff and three managers had adjacent desks in a
2 cubicle area. MURROW's desk was approximately one to two yards away, kitty-corner from
3 Plaintiff's desk. Throughout her employment, Plaintiff had regular, daily contact with
4 MURROW, her boss, and throughout her employment, Plaintiff was the only female
5 tradesperson or technician working for BELLOWS. The only other women, of approximately
6 115 employees, working for BELLOWS worked in the office doing clerical and office work.

7 19. During her employment, MURROW subjected Plaintiff to harassment and
8 discrimination based on her sex/gender (female) and she was subjected to abusive or sexual
9 harassment, which significantly altered the conditions of her employment and created a hostile
10 working environment. Plaintiff was subjected to abusive workplace harassment that no
11 reasonable person would find tolerable in a work environment. In addition, BELLOWS paid
12 Plaintiff less than BELLOWS paid to the males who worked in similar positions (bidding jobs
13 for commissions).

14 20. Plaintiff reported workplace harassment by MURROW to BELLOWS on
15 multiple occasions. MURROW was inappropriately angry and abusive towards employees
16 and to Plaintiff in particular. BELLOWS failed to investigate and failed to take reasonable
17 actions to prevent and protect Plaintiff from further harassment, discrimination and retaliation.

18 21. As early as 2018-2019, Plaintiff recalls discussing harassment by MURROW
19 with her trainer at the time, plumbing technician John Gibson. Plaintiff told Mr. Gibson that
20 MURROW was hard on her and that he stressed her out. MURROW made Plaintiff feel
21 uncomfortable about being the only female plumbing tech who worked for BELLOWS.
22 Plaintiff told Mr. Gibson that she had never had a boss who treated his employees that way.

23 22. MURROW's moods were volatile and unpredictable. Sometimes he was normal
24 and friendly, and other times he was yelling and screaming, throwing things, acting
25 unprofessional, and lacking self-control. MURROW made Plaintiff feel uncomfortable about
26 being the only female by saying things like, "Are you trying to take my job?" MURROW was
27 harsher and more critical towards Plaintiff than he was to the men. Plaintiff felt like she had to
28 "work harder than the guys or try harder than the guys" and MURROW made her feel weird,

1 different, and singled-out.

2 23. One incident, in early 2019, occurred when they were working outdoors, and it
3 was raining profusely. The sump pump was not working fast enough, and MURROW was
4 aggressively yelling at Plaintiff and the crew to shovel faster. MURROW specifically singled-
5 out Plaintiff, and yelled in front of her coworkers, that she was not shoveling fast enough and
6 that she needed to “eat meat & potatoes” and gain weight so she would have more weight
7 behind the shovel. Thereafter, during her employment at BELLOWS, Plaintiff intentionally
8 tried to gain weight. On February 12, 2019, in response to the above incident, Plaintiff posted
9 on social media a picture of her dinner and said, “meat & potatoes (with gritting teeth emoji).”

10 24. In approximately 2021, Plaintiff observed that BELLOWS changed
11 MURROW’s job duties and removed him from having direct management of the plumbing
12 installation crew. Plaintiff heard that a male coworker (Jeremy Kallas) allegedly quit over
13 MURROW’s verbally abusive behavior. William Dempster took over the job duties of
14 managing the plumbing install crew. Despite his change in job duties, MURROW still had
15 daily contact with Plaintiff, and Plaintiff felt like she was the only thing he was managing (like
16 it caused him to micro-manager her). MURROW’s change in job duties caused him to more
17 intensely scrutinize Plaintiff.

18 25. Also, in approximately early 2021, Plaintiff found out that she had not been
19 receiving commissions as her male counterparts were being paid. Plaintiff spoke with
20 MURROW about the pay issue, and MURROW said he would talk with the owner Jason
21 about it. Jason got back to her and said that he would pay her commissions based on sales.
22 During the past three years, Plaintiff made multiple complaints to MURROW that she was
23 “selling a lot” but not seeing it reflected in her paycheck. MURROW repeatedly told her she
24 just needed to sell more. Plaintiff estimates that she spoke with MURROW about this issue at
25 least ten times since 2020.

26 26. Other BELLOWS employees noticed that MURROW was especially mean to
27 Plaintiff. In approximately 2022, Jacob Ramirez, a plumbing installer, told Plaintiff that he
28 noticed MURROW acted especially “fucked up” towards Plaintiff, and that out of her

1 presence, Jacob had said something to MURROW like “he should not be talking that way to
2 people.” Plaintiff thanked Mr. Ramirez for standing up for her. Despite this, MURROW
3 continued to talk down to Plaintiff, constantly belittling her like she was not doing anything
4 right. PLAINTIFF reported problems she was having with MURROW to BELLOWS
5 management multiple times before the November 1, 2024, incident.

6 27. In early 2022, Plaintiff was feeling so demoralized by MURROW’s treatment
7 that she told Sabrina Tabieros, BELLOWS Human Resources, that she wanted to quit.
8 Plaintiff told Ms. Tabieros about the problems she was having with MURROW continuously
9 yelling at her, stressing her out, being condescending, putting her down, and that she needed to
10 quit. This was not the first time that Plaintiff spoke with Ms. Tabieros about MURROW, but
11 by early 2022, the situation had gotten so bad, Plaintiff was feeling like she could no longer
12 work there, and it was harming her physical and mental health. Plaintiff is informed and
13 believes that Ms. Tabieros reported MURROW’s discriminatory and harassing behavior to
14 BELLOWS’ officers, directors and managing agents. Despite multiple reports, BELLOWS
15 failed to reasonably investigate and failed to prevent further harassment. MURROW
16 continued his inappropriate and aggressive treatment towards Plaintiff. BELLOWS failed to
17 discipline MURROW or train him in appropriate workplace conduct and employee
18 management.

19 28. Instead of protecting Plaintiff from retaliation, one of the owners, Greg Bellows,
20 put pressure and guilt on Plaintiff. During a meeting with Plaintiff (supposedly to address
21 MURROW’s behavior), Plaintiff told Mr. Bellows about MURROW’s continued abusive
22 behavior and communicated that it was intolerable and that Plaintiff was “on [her] way out”
23 because of MURROW. Mr. Bellows told Plaintiff that MURROW’s bad behavior “wasn’t
24 [Greg’s] fault” and that it wasn’t “fair” to Greg for her to quit and leave. Plaintiff felt
25 pressured to stay and endure MURROW’s mistreatment. Moreover, for financial reasons,
26 Plaintiff needed her job.

27 29. In late 2022, Plaintiff, Ms. Tabieros, MURROW and Stephanie (General
28 Manager), all had a meeting, supposedly to address MURROW’s behavior towards Plaintiff.

1 Thereafter, MURROW changed his behavior for a time by severely giving Plaintiff “the cold
2 shoulder” and not assisting her at work or providing the professional support she needed to do
3 her job. He was rude to her in his tone and treated her like he did not have time to answer her
4 questions. He made her feel like an idiot for asking for work-related assistance.

5 30. When he did start communicating with her again, he continued to be verbally
6 abusive and degrading, and he pressured Plaintiff not to get him in trouble because “this job is
7 the only thing I’ve got.” On or about October 25, 2023, Plaintiff was at work and MURROW
8 was yelling at her like he normally would, and Plaintiff thought she was having a heart attack.
9 Plaintiff notified Bailey, the dispatcher, and drove herself to the emergency room. The
10 providers diagnosed a panic attack and recommended medication.

11 31. On or about February 6, 2024, Plaintiff was again suffering physical
12 manifestations of workplace stress and she sought medical treatment. On February 7, 2024,
13 Plaintiff informed BELLOWS human resources, “The severe neck and shoulder pain is the
14 result of stress. The doctor thinks I should seek therapy, manage my stress and quit my job!!
15 (laughing smiley face)”

16 32. The BELLOWS workplace environment failed to improve. In fact, in 2024, the
17 Mr. Bellows told Plaintiff that the only other woman who worked as a tradesperson for
18 BELLOWS (one woman who trained in HVAC) got fired because she was always flirting with
19 the guys and “just trying to get laid.”

20 33. In July 2024, Plaintiff texted BELLOWS human resources about continued
21 problems with MURROW and her ongoing distress.

22 34. On Friday, November 1, 2024, Plaintiff thought she had notified her employer
23 that she would not be at work by texting Stephanie at 6:08AM. Unfortunately, Plaintiff had
24 texted the wrong number. She was at home asleep in bed with her partner in the late morning
25 when they were awoken to the sound of a man’s voice calling out the Plaintiff’s name from
26 inside her home. Prior to hearing the man’s voice, she did not hear anyone knock or ring the
27 doorbell. She was undressed but opened her bedroom door and went out of her bedroom when
28 she heard the man coming up the stairs. Plaintiff was shocked and startled to see MURROW.

1 He was yelling her name and said things like, “where the fuck have you been,” “do you know
2 what time it is,” and “you have jobs on your name.” Plaintiff was distressed and
3 uncomfortable, and said, “MURROW, it’s a mistake, an honest mistake,” and since she had no
4 pants on and was wearing only a thin t-shirt, she said, “hold on a second,” and retreated into
5 her bedroom for clothes.

6 35. Instead of waiting for her, MURROW followed her into her bedroom. Plaintiff
7 was frightened and did not know why he was following her. When MURROW saw Plaintiff’s
8 girlfriend, who was also undressed, in the bed, he looked angrily at Plaintiff, and then stormed
9 out. He was yelling, “How old are you, how old are you!?” as he left. Plaintiff’s girlfriend
10 was startled and confused and said, “Does that guy like you?” Plaintiff had never given
11 MURROW her home address and he did not have permission to enter her home. She had
12 never invited him to her house in the past and she does not know how he got her home
13 address.

14 36. Plaintiff texted and called Ms. Tabieros on Saturday, November 2, 2024.
15 Plaintiff estimates that they talked for 30 minutes or more, and Plaintiff told Ms. Tabieros
16 what happened. Plaintiff was crying and very upset (“flipping her lid”) and expressed that this
17 was “too much,” that there needed to be “some kind of separation,” and that she felt like
18 MURROW was trying to control her. Plaintiff expressed that she was too uncomfortable and
19 upset and unable to see MURROW and unable to continue having a desk across from him.
20 Ms. Tabieros said she would look into it, and Plaintiff is informed and believes that Ms.
21 Tabieros informed BELLOWS about the incident, and Plaintiff’s request to be separated from
22 MURROW. Plaintiff stayed at a different house that night because she was afraid that
23 MURROW was going to trespass again and that he was angry.

24 37. On Monday, November 4, 2024, BELLOWS had not provided any response, and
25 so Plaintiff went to work and tried to avoid seeing MURROW by checking with coworkers to
26 find out where he was. When she saw him arrive, she left her desk and exited the office by
27 going all the way around the building. This continued Tuesday and Wednesday, with Plaintiff
28 trying to avoid him, and experiencing crying/shaking panic attacks and feeling like she was

1 having a breakdown.

2 38. On Wednesday, November 6, 2024, Plaintiff texted Ms. Tabieros: “At this point,
3 I feel obligated to make sure the next person after me is going to be ok from him. I’ve had it. I
4 don’t feel safe anymore and I’m completely embarrassed about the entire situation. Now
5 everything is coming out. I’ve worked so hard to be where I’m at and I can’t do this anymore
6 with him. After years and years of him fucking with me, this is my last straw. He controls
7 everything I do at work and I refuse to let him do it at my own personal space. I’ve been
8 dealing with him for all these years. Him being the way he is sucks and I don’t want to do it
9 anymore. He completely violated my personal privacy and even made my girlfriend
10 uncomfortable.”

11 39. Due to these circumstances, Plaintiff went out on leave and based on the
12 employer’s failure to address her previous complaints, Plaintiff was forced to leave her
13 employment with BELLOWS.

14 **GENERAL WAGE & HOUR ALLEGATIONS**

15 40. Defendants now, and at all times relevant herein, did, own, operate, and control a
16 business/establishment that employs persons within the meaning of all applicable wage orders,
17 including, but not limited to, IWC Wage Order No. 16-2001 (California Code of Regulations,
18 title 8, section 11160).

19 41. At all times relevant herein, Plaintiff and the Class Members were non-exempt
20 employees of Defendants under the California Labor Code and were protected by the
21 provisions of the Wage Order.

22 42. At all times relevant herein, Plaintiff and the Class Members worked for
23 Defendants without the provision of being compensated for all hours worked, without being
24 paid overtime premium wages for all overtime hours worked, without being paid all wages on
25 time, working without meal or rest breaks as required by law, without being compensated for
26 missed meal and rest breaks, without being paid the full payment of wages owed at the end of
27 their employment, and without having been provided with complete and accurate wage
28 statements as required by law.

1 43. At all times relevant herein, Defendants maintained and enforced a uniform
2 policy by which they regularly and consistently failed to pay Plaintiff and the Class Members
3 their final wages on the last date of their employment. Rather, Defendant waited until the next
4 normal payroll cycle to pay Plaintiff and the Class Members their final wages.

5 44. At all times relevant herein, Defendants maintained and enforced a uniform
6 policy of requiring Plaintiff and the Class Members to work shifts of five hours or more within
7 a single workday without providing a thirty (30) minute uninterrupted duty-free meal period
8 within five (5) hours of the beginning of their shift. Defendants also failed to pay Plaintiff and
9 the Class Members one hour of pay at their regular rate of compensation as required by
10 California Labor Code § 226.7 and the Wage Order for each meal period that was not
11 provided.

12 45. Likewise, at all times relevant herein, Defendants maintained and enforced a
13 uniform policy by which they repeatedly failed to authorize, permit and provide Plaintiff and
14 the Class Members with paid duty-free rest periods of at least ten (10) consecutive
15 uninterrupted minutes during which Plaintiff and the Class Members were relieved of all
16 duties for every four (4) hours worked or major fraction thereof and which were counted as
17 hours worked for which there would be no deduction from wages, and failed to compensate
18 Plaintiff and the Class Members one (1) hour of wages at their regular rate of compensation as
19 required by California Labor Code § 226.7 and the Wage Order for each rest period not
20 provided.

21 46. At all times relevant herein, Defendants maintained and enforced a uniform
22 policy by which they regularly and consistently failed to pay Plaintiff and the Class Members
23 overtime premium wages of one and one-half times their regular rate of pay for all overtime
24 hours worked in a single workday and/or a single workweek, as required by California Labor
25 Code §§ 510 and 1194 and the Wage Order.

26 47. At all times relevant herein, Defendants maintained and enforced a uniform
27 policy by which they regularly and consistently violated Labor Code §§ 510, 558, 1194 by
28 failing to pay Plaintiff and Class Members overtime wages at the correct regular rate of pay

1 that incorporated any non-discretionary incentive wages and accounted for all regular rates of
2 pay received during the applicable pay period.

3 48. At all times relevant herein, Defendants maintained and enforced a uniform
4 policy by which they regularly and consistently violated Labor Code §§ 201-203 and 246 by
5 failing to pay Plaintiff and the Class Members their sick pay at their regular rate of pay that
6 incorporated any non-discretionary incentive wages and accounted for all regular rates of pay
7 received during the applicable pay period.

8 49. At all times relevant herein, Defendants maintained and enforced a uniform
9 policy by which they regularly and consistently failed to provide Plaintiff and the Class
10 Members with complete and accurate itemized wage statements stating the total hours worked,
11 regular and overtime hours worked, gross wages earned, net wages earned, all applicable rates
12 of pay and the corresponding number of hours worked under each rate, all deductions, wages
13 owed for missed rest and meal periods, and accurate accounting for all wages paid to Plaintiff
14 and the Class Members.

15 50. At all times relevant herein, Defendants maintained and enforced a uniform
16 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
17 204, 216, 218, 221, 223, 1194, 1198 and the Wage Order by unlawfully refusing to pay wages
18 to Plaintiff and the Class Members.

19 51. At all times relevant herein, Defendants maintained and enforced a uniform
20 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
21 and 203 by failing to pay Plaintiff and the Class Members all owing and unpaid wages for
22 work performed by them during their employment and at the end of their employment.

23 52. At all times relevant herein, Defendants maintained and enforced a uniform
24 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
25 204, 218, 1194, 1198, 1199 and the Wage Order by failing to pay Plaintiff and the Class
26 Members for all hours worked, overtime premium wages for all overtime hours worked, and
27 compensation for missed meal and rest periods.

28 53. At all times relevant herein, Defendants maintained and enforced a uniform

1 policy by which they regularly and consistently violated Labor Code § 2802 by failing to
2 reimburse employees for all business expenses, including phone-related expenses incurred in
3 connection with mandatory work-related phone calls and messages.

4 54. Plaintiff and the Class Members are informed and believe, and thereon allege,
5 that at all times herein mentioned, Defendants were advised by skilled lawyers and other
6 professionals, employees, and advisors knowledgeable about California labor and wage law,
7 employment and personnel practices, and about the requirements of California law. Plaintiff
8 and the Class Members are informed and believe, and thereon allege, that at all times relevant
9 herein, Defendants knew or should have known that they had a duty to compensate Plaintiff
10 and the Class Members and that Defendants had the financial ability to pay such
11 compensation, but willfully, knowingly and intentionally failed to do so, and falsely
12 represented to Plaintiff and the Class Members that they were properly denied wages, all in
13 order to increase Defendants' profits.

14 55. California Labor Code § 218 states that nothing in Article I of the Labor Code
15 shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to
16 him under this Article.”

17 **CLASS ACTION WAGE & HOUR ALLEGATIONS**

18 56. Plaintiff brings this action on behalf of herself, the general public, and all other
19 similarly situated persons as a class action pursuant to Code of Civil Procedure § 382. All
20 claims alleged herein arise under California law for which Plaintiff seeks relief authorized by
21 California law. Plaintiff seeks to represent a class composed of and defined as follows:

22 A. Class:

23 All current and former non-exempt employees of
24 Defendants who worked for Defendants in
25 California at any time within four (4) years before
the commencement of this action through the date
on which final judgment is entered.

26 B. Overtime Regular Rate Subclass:

27 All current and former non-exempt employees of
28 Defendants who worked for Defendants in
California and who received non-discretionary
incentive wages which were not incorporated into

1 the calculation of the regular rate of pay for
2 overtime premium wages at any time within four (4)
3 years before the commencement of this action
through the date on which final judgment is entered.

4 C. Sick Pay Regular Rate Subclass:

5 All current and former non-exempt employees of
6 Defendants who worked for Defendants in
7 California and who were paid sick pay wages during
8 the same time period in which the employee earned
9 non-discretionary incentive wages, and whose
employment ended (either voluntarily or
involuntarily) at any time within three (3) years
before the commencement of this action through the
date on which final judgment is entered.

10 D. Meal Period Subclass:

11 All current and former non-exempt employees of
12 Defendants who worked for Defendants in
California who worked any work shift 5 hours or
more at any time during the Class Period.

13 E. Meal Period Regular Rate Subclass:

14 All current and former non-exempt employees of
15 Defendants who worked for Defendants in
16 California and who received non-discretionary
17 incentive wages which was not incorporated into the
18 calculation of the regular rate of pay for meal period
premium wages at any time within four (4) years
before the commencement of this action through the
date on which final judgment is entered.

19 F. Rest Period Subclass:

20 All current and former non-exempt employees of
21 Defendants who worked for Defendants in
California who worked any work shift 3.5 hours or
more at any time during the Class Period.

22 G. Rest Period Regular Rate Subclass:

23 All current and former non-exempt employees of
24 Defendants who worked for Defendants in
25 California and who received non-discretionary
26 incentive wages which was not incorporated into the
27 calculation of the regular rate of pay for rest period
premium wages at any time within four (4) years
before the commencement of this action through the
28 date on which final judgment is entered.

- 1
- 2 H. Unreimbursed Work-Related Expense Subclass:
- 3 All current and former non-exempt employees of
- 4 Defendants who worked for Defendants in
- 5 California and who were not reimbursed work-
- 6 related expenses at any time within four (4) years
- 7 before the commencement of this action through the
- 8 date on which final judgment is entered.
- 9
- 10 I. Non-Compliant Wage Statement Subclass:
- 11 All current and former non-exempt employees who
- 12 are or were employed by Defendants in California
- 13 and who were paid any wages from Defendants at
- 14 any time within one (1) year before the
- 15 commencement of this action through the date on
- 16 which final judgment is entered.

17

18 57. Plaintiff reserves the right under Code of Civil Procedure § 382 to amend or

19 modify the class description with greater specificity, further division into subclasses or with

20 limitations to particular issues.

21

22 58. This action has been brought and may be properly maintained as a class action

23 under the provisions of Code of Civil Procedure § 382 because the questions of law and fact at

24 issue herein are common and of general interest to Plaintiff and the Class Members, the parties

25 are numerous, and it would be impracticable to bring the claims alleged herein before the court

26 as individual claims or through some other than a class action.

27

28 **A. Numerosity**

59. The Class Members are so numerous that joinder of all the members of the class is not feasible and not practical. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that Defendants currently employ, and during the Class Period regularly employed, more than 25 employees in California in hourly wage or otherwise non-exempt positions. The identities of the Class Members are readily ascertainable by inspection of Defendants' employment records. Moreover, the joinder of all members of the proposed class is not practicable, and individual damages for each member are not anticipated to be sufficiently high to allow for practical resolution through individualized litigation.

1 **B. Commonality and Predominance**

2 60. There are questions of law and fact common to each Class Member that
3 predominate over any questions affecting only individual Class Members. These common
4 questions of law and fact include, without limitation:

5 a. Whether Defendants violated California Labor Code §§ 226.7 and 512
6 and the Wage Order by failing to provide a 30 minute duty-free meal period within the first
7 five hours of each workday to Plaintiff and the Class Members on days they worked in excess
8 of five hours, and failing to compensate Plaintiff and the Class Members one hour of wages at
9 their regular rate of pay for each such missed meal period that was not provided;

10 b. Whether Defendants violated Labor Code § 226.7 and the Wage Order
11 by failing to provide a paid 10 minute duty-free rest period to Plaintiff and the Class Members
12 for every four-hour work period or major fraction thereof, by either not paying wages to
13 Plaintiff and the Class Members or reducing their wages for time spent during any rest period
14 that was provided, and by failing to compensate Plaintiff and the Class Members one hour of
15 wages for such missed and/or unpaid/underpaid rest periods;

16 c. Whether Defendants violated Labor Code §§ 1194 and 1198 and the
17 Wage Order by failing to pay Plaintiff and the Class Members the appropriate premium
18 overtime wages for all overtime hours worked;

19 d. Whether Defendants violated Labor Code §§ 510, 558, 1194 by failing to
20 pay Plaintiff and Class Members overtime wages at the correct regular rate of pay that
21 incorporated any non-discretionary incentive wages and accounted for all regular rates of pay
22 received during the applicable pay period;

23 e. Whether Defendants violated Labor Code §§ 201-203 and 246 by failing
24 to pay Plaintiff and the Class Members their sick pay at their regular rate of pay that
25 incorporated any non-discretionary incentive wages and accounted for all regular rates of pay
26 received during the applicable pay period;

27 f. Whether Defendants violated California Labor Code § 226 by failing to
28 provide accurate itemized wage statements to Plaintiff and the Class Members containing all

1 of the information required by Labor Code § 226;

2 g. Whether Defendants violated California Labor Code §§ 201, 202, 204,
3 216, 218, 221, 1194, and 1198 by failing and refusing to pay Plaintiff and the Class Members
4 agreed wages for all work performed by them, including minimum wage and/or overtime as
5 compensation for any and all hours worked;

6 h. Whether Defendants violated Labor Code §§ 201, 202, 203, and 204 by
7 failing to timely pay Plaintiff and the Class Members all wages for work performed by them
8 during their employment and failing to timely pay Plaintiff and the Class Members at the end
9 of their employment all wages for work performed by them during their employment;

10 i. Whether Defendants violated Labor Code §§ 201, 202, and 204 by
11 failing to timely pay Plaintiff and the Class Members for all wages and hours worked during
12 their employment;

13 j. Whether Defendants violated Labor Code § 2802 by failing to reimburse
14 Plaintiff and the Class Members for all business expenses, including phone-related expenses
15 incurred in connection with mandatory work-related phone calls;

16 k. Whether Defendants' failure to pay wages, and premiums in accordance
17 with the California Labor Code and the Wage Order was willful;

18 l. Whether Defendants violated Labor Code § 1198 and the Wage Order for
19 failing to keep accurate records with respect to each employee;

20 m. Whether Defendants' conduct as alleged throughout this complaint was
21 willful or reckless;

22 n. The appropriate amount of damages, restitution and/or monetary
23 penalties resulting from Defendants' violations of California law;

24 o. Whether Plaintiff and the Class members are entitled to equitable relief,
25 including but not limited to, injunctive and declaratory relief, pursuant to Business and
26 Professions Code §§ 17200 et seq.; and

27 p. Whether Defendants violated Business and Professions Code §§ 17200 et
28 seq., by failing to provide meal and rest periods; by failing to compensate for meal and rest

1 periods not provided; by failing to pay regular and overtime wages for all hours worked; by
2 failing to provide complete and accurate wage statements; by failing to pay agreed wages; by
3 failing to pay all wages due upon termination; and by failing to timely provide all wages due.

4 **C. Typicality**

5 61. The claims of Plaintiff are typical of the claims of the Class Members. Plaintiff
6 and the Class Members sustained injuries and damages arising out of and caused by the
7 Defendants' common course of conduct in violation of statutes, common law, wage orders
8 and/or regulations that have the force and effect of law, as alleged herein. Plaintiff has a well-
9 defined community of interest with the Class Members and are qualified to, and will, fairly
10 and adequately protect the interests of each Class Member.

11 **D. Adequacy of Representation**

12 62. Plaintiff will fairly and adequately represent and protect the interests of the Class
13 Members. Plaintiff acknowledges Plaintiff's obligation to make known to the Court any
14 relationship, conflict, or difference with any Class Member. Plaintiff has incurred and
15 throughout this action will continue to incur, costs and attorney's fees necessarily expended
16 for the prosecution of this action for the substantial benefit of each Class Members. Counsel
17 who represents Plaintiff is competent and experienced in litigating class actions, versed in the
18 rules governing class action discovery certification, settlement and trial, and will vigorously
19 and competently pursue the claims of Plaintiff and the Class Members.

20 **E. Superiority**

21 63. The nature of this action makes the use of class action adjudication superior to
22 other methods. The class action will achieve economies of time, effort, and expense as
23 compared with separate individual lawsuits on behalf of each Class Member, and will avoid
24 inconsistent outcomes because the same issues will be adjudicated in the same manner and at
the same time for the entire class.

25 **F. Public Policy Consideration**

26 64. Employers in the State of California violate employment and labor laws daily.
27 Employees are often intimidated and afraid to assert their rights out of fear that they will be
28 subjected to direct or indirect retaliation by their employers. Former employees (those who

1 are no longer employed by a particular employer who had subjected them to employment and
2 labor law violations) are fearful of bringing actions against their former employers because
3 they believe their former employers might damage their future endeavors through negative
4 references and/or other means. Class actions provide Class Members who are not named in
5 the complaint with vindication of their rights while also protecting their privacy and shielding
6 them from retaliation.

FIRST CAUSE OF ACTION

**Failure to Provide Meal Periods or Compensation in Lieu Thereof
(Labor Code §§ 226.7 and 1198; and the Wage Order)
(Plaintiff and the Class Members against Defendant BELLOWS and DOES 1-25)**

7
8
9 65. Plaintiff and the Class Members allege and incorporate by reference all of the
10 allegations contained in the preceding paragraphs as though fully set forth herein.

11 66. California Labor Code § 226.7 provides that no employer shall require an
12 employee to work during any meal period mandated by an applicable order of the Industrial
13 Welfare Commission. Labor Code § 226.7 further provides that if an employer fails to
14 provide an employee a meal period or rest period in accordance with an applicable order of the
15 Industrial Welfare Commission, the employer shall pay the employee one additional hour of
16 pay at the employee's regular rate of compensation for each workday that the meal or rest
17 period is not provided.

18 67. At all times relevant to this action, the Wage Order and California Labor Code §
19 1198 provided that an employer may not require, cause or permit an employee to work for a
20 period of more than five (5) hours per day without providing the employee with an
21 uninterrupted meal period of not less than thirty (30) minutes, except that if the total work
22 period per day of the employee is not more than six (6) hours, the meal period may be waived
23 by mutual consent of both the employer and the employee.

24 68. Throughout the Class Period, Defendants and/or their authorized supervisors
25 repeatedly failed to comply with the meal period requirements of the Labor Code and the
26 Wage Order by failing to provide Plaintiff and the Class Members with a thirty (30) minute
27 uninterrupted duty-free meal period within five (5) hours of the beginning of their shift, in
28 violation of Labor Code §§ 512, 226.7, and the Wage Order. Defendants also failed to

1 compensate Plaintiff and the Class Members one (1) hour of wages for any of the missed meal
2 periods not provided by Defendants, as alleged above, which failure also violated Labor Code
3 §§512 and 226.7 and the Wage Order.

4 69. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiff and
5 the Class Members are entitled to recover from Defendants one (1) additional hour of pay at
6 their regular hourly rate of compensation for each meal period violation as alleged herein.

7 70. Defendants were at all times aware of the Labor Code and Wage Order
8 requirements that they provide Plaintiff and the Class Members with such meal periods and
9 was aware that Plaintiff and the Class Members regularly worked more than five (5) hours in a
10 shift without receiving mandated meal periods. Thus, Defendants willfully violated the
11 provisions of Labor Code §§ 226.7 and 512 and the Wage Order.

12 71. As a result of the unlawful conduct of Defendants, Plaintiff and the Class
13 Members have been deprived of wages and other compensation in amounts to be determined at
14 trial, and are entitled to recovery of such amounts.

15 72. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
16 for.

17 **SECOND CAUSE OF ACTION**
18 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
19 **(Labor Code §§ 226.7 and 1198; and The Wage Order)**
20 **(Plaintiff and the Class Members against Defendant BELLOWS and DOES 1-25)**

21 73. Plaintiff and the Class Members allege and incorporate by reference all of the
22 allegations contained in the preceding paragraphs as though fully set forth herein.

23 74. California Labor Code § 226.7 provides that no employer shall require an
24 employee to work during any rest period mandated by an applicable order of the California
25 Industrial Welfare Commission. Labor Code Section 226.7 further provides that if an
26 employer fails to provide an employee a meal period or rest period in accordance with an
27 applicable order of the Industrial Welfare Commission, the employer shall pay the employee
28 one additional hour of pay at the employee's regular rate of compensation for each workday
that the meal or rest period is not provided.

75. The Wage Order and California Labor Code § 226.7 provides that every

1 employer shall provide and shall authorize and permit all employees to take rest periods,
2 which insofar as practicable shall be in the middle of each work period, and that the rest period
3 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time
4 per four (4) hours or major fraction thereof, unless the total daily work time is less than three
5 and one-half hours.

6 76. Throughout the Class period, on days in which Plaintiff and the Class Members
7 worked at least three and one half hours, Defendants regularly and repeatedly required
8 Plaintiff and the Class Members to work four (4) hours and/or a major fraction thereof without
9 providing, authorizing or permitting at least one ten (10) minute rest period during which
10 Plaintiff's and the Class Members were relieved of all duties (hereafter "rest period") per each
11 four (4) hour period, or a major fraction thereof, worked.

12 77. Throughout the Class Period, Defendants failed to pay Plaintiff and the Class
13 Members a premium of one hour pay at their regular rate of pay for each rest period not
14 provided, authorized, and permitted as alleged herein, pursuant to Labor Code § 226.7.

15 78. Defendants were at all times aware of the Labor Code and Wage Order
16 requirements that they provide Plaintiff and the Class Members with the rest periods described
17 above and were aware that Plaintiff and the Class Members regularly worked more than four
18 (4) hours or major fraction thereof without receiving mandated rest periods. Defendants
19 therefore at all times willfully violated the provisions of Labor Code § 226.7 and the Wage
20 Order.

21 79. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiff and
22 the Class Members are entitled to recover from Defendants one (1) additional hour of pay at
23 their regular hourly rate of compensation for each workday that a rest period was not provided.
24 As a result of the unlawful conduct of Defendant, Plaintiff have been deprived of wages and
25 compensation in amounts to be determined at trial, and are entitled to recovery of such
26 amounts.

27 80. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
28 for.

THIRD CAUSE OF ACTION
Failure to Pay Hourly and Overtime Wages
(California Labor Code §§ 1194 and 1198; and The Wage Order)
(Plaintiff and the Class Members against Defendant BELLOWS and DOES 1-25)

81. Plaintiff and the Class Members incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

82. Plaintiff and the Class Members base this cause of action upon Defendants' willful and intentional violations of the California Labor Code and Industrial Welfare Commission requirements that Defendants pay Plaintiff and the Class Members for all hours worked, including the requirement to pay premium overtime wages to Plaintiff and the Class Members for overtime hours worked in a workday and/or in a workweek, and/or on the seventh consecutive day in a workweek.

83. Pursuant to Labor Code § 204, as well as other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

84. Labor Code § 1198 provides that "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

85. Labor Code § 1194 provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

86. Throughout the Class Period, Defendants knew or had reason to know that Plaintiff and the Class Members were regularly and consistently worked overtime without being paid the appropriate premium overtime wage required by Labor Code §§ 1194 and 1198, and the Wage Order.

87. Throughout the Class Period, Defendants' conduct as alleged herein amounted to a uniform pattern of unlawful wage and hour practices which resulted from the

1 implementation of uniform policies and practices by which Defendants failed to accurately
2 record all hours worked by Plaintiff and the Class Members thereby denying payment of
3 overtime premium wages to Plaintiff and the Class Members for overtime hours worked.

4 88. In committing the violations of the California Labor Code as alleged herein,
5 Defendants engaged in an illegal attempt to avoid the payment of all earned wages and other
6 benefits in violation of the California Labor Code, the Industrial Welfare Commission
7 requirements and other applicable laws and regulations.

8 89. As a direct result of Defendants' unlawful wage practices as alleged herein,
9 Plaintiff and the Class Members have been denied full compensation for all hours worked by
10 them, including but not limited to premium overtime wages for overtime hours.

11 90. The Labor Code and the Wage order set forth various exemptions by which
12 certain categories of employees are exempt from the protections of the overtime laws
13 contained in the Labor Code. At no time during Plaintiff's employment did any of these
14 exemptions apply to Plaintiff and the Class Members. Moreover, at no time were Plaintiff and
15 the Class Members subject to a valid collective bargaining agreement that would preclude the
16 causes of action set forth in this complaint. Rather, Plaintiff and the Class Members bring this
17 action because of Defendants' violations of non-waivable rights guaranteed to them by the
18 State of California.

19 91. As a direct consequence of Defendants' unlawful failure to pay Plaintiff and the
20 Class Members the full and accurate amount of all earned wages at the appropriate rate for the
21 true number of hours they worked, Plaintiff and the Class Members have suffered and will
22 continue to suffer economic injuries in an amount which is presently unknown to them and
23 which will be ascertained according to proof at trial.

24 92. In performing the acts and practices in violation of California labor laws as
25 herein alleged, Defendants have acted and continue to act intentionally, oppressively and
26 maliciously towards Plaintiff and the Class Members, with a conscious disregard for their legal
27 rights and the consequences to them, and with the intent of depriving them of their property
28 and legal rights and otherwise causing them injury, in order to increase Defendants' profits at

1 the expense of Plaintiff and the Class Members.

2 93. Plaintiff and the Class Members request recovery of all unpaid wages, including
3 overtime premium wages, in an amount according to proof, interest on such amounts, statutory
4 costs, and the assessment of any and all statutory penalties against Defendants, all in the sums
5 as provided by the California Labor Code and/or other applicable statutes. In addition, to the
6 extent that overtime compensation is owed Plaintiff and the Class Members whose
7 employment has been terminated, Defendants' conduct violates Labor Code §§ 201 and/or
8 202, entitling Plaintiff and the Class Members to waiting time penalties under Labor Code §
9 203, which penalties are sought herein on behalf of Plaintiff and the Class Members.

10 94. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
11 for.

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Comply with Itemized Employee Wage Statement Requirements**
14 **(California Labor Code §§ 226, 1174 and 1175; and The Wage Order)**
15 **(Plaintiff and the Class Members against Defendant BELLOWS and DOES 1-25)**

16 95. Plaintiff and the Class Members allege and incorporate by reference all of the
17 allegations contained in the preceding paragraphs, as though fully set forth herein.

18 96. Labor Code § 226(a) and the Wage Order require Defendants to itemize in wage
19 statements all deductions from payment of wages, to accurately report total hours worked, to
20 report the rate of pay for hours worked, and keep the records on file at the place of
21 employment or at a central location within the State of California. Defendants have
22 knowingly and intentionally failed to comply with Labor Code § 226(a) and the Wage Order
23 with respect to wage statements they have provided to Plaintiff and the Class Members.

24 97. Labor Code § 1174 and the Wage Order requires Defendants to maintain and
25 preserve, at the place of employment or at a central location within the State of California,
26 among other items, accurate records showing the names and addresses of all employees
27 employed, payroll records accurately showing the hours worked daily and the wages paid to its
28 employees. Defendants have knowingly and intentionally failed to comply with these
requirements in violation of Labor Code §§ 1174 and 1175 and the Wage Order.

98. Labor Code § 226(a) and the Wage Order provide that every employer shall,

1 semimonthly or at the time of each payment of wages, furnish each of its employees an
2 accurate itemized statement in writing showing gross wages earned, total hours worked by the
3 employee, the number of piece rate units and the applicable rate, all deductions, net wages
4 earned, the inclusive dates of the period for which the employee is paid, the name of the
5 employee and the last four digits of the employee's social security number (or an employee
6 identification number), the name and address of the legal entity that is the employer and all
7 applicable hourly rates in effect during the pay period and the corresponding numbers of hours
8 worked at each hourly rate by the employee. Labor Code § 226(a) mandates that deductions
9 made from payments of wages shall be recorded in ink, properly dated and a copy of the
10 statement or a record of deductions be kept on file by the employer for at least three years.
11 Moreover, the Wage Order requires Defendants to maintain time records for each employee
12 showing, including but not limited to, an accurate report of the total hours worked by each
13 employee, when the employee begins and ends each work period, meal periods, and total daily
14 hours worked in itemized wage statements, and all deductions from payment of wages.

15 99. Throughout the Class Period, Defendants have regularly and consistently,
16 intentionally and willfully, failed to provide Plaintiff and the Class Members with complete
17 and accurate wage statements.

18 100. The Wage Order provides that an employer must keep accurate information with
19 regard to each employee, which shall include time records showing when the employee begins
20 and ends each work period, total daily hours worked and total hours worked in the pay period
21 and the applicable rates of pay.

22 101. Throughout the Class Period, Defendants continually failed to keep accurate
23 records and information regarding Plaintiff and the Class Members as required by the Wage
24 Order. Defendants repeatedly provided Plaintiff and the Class Members with wage statements
25 that, among other inaccuracies, failed to include complete and accurate information on the
26 following: (1) gross wages earned; (2) total hours worked; (3) all deductions from wages; (4)
27 net wages earned; (5) all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each hourly rate; and (6) reimbursement for work-
related expenses.

1 102. As a result of Defendants' violation of Labor Code §§ 226(a), 1174 and 1175, as
2 well as the Wage Order, Plaintiff and the Class Members have suffered injury and damage to
3 their statutorily-protected rights. These injuries and damages include, but are not limited to,
4 the denial of their legal right to receive and their protected interest in receiving accurate,
5 itemized wage statements under Labor Code § 226(a). Moreover, the inaccurate and
6 incomplete wage statements provided by Defendants deceived Plaintiff and the Class
7 Members about the wages and other compensation to which they were entitled and deprived
8 them of such wages and compensation. As a further result of Defendants' failure to provide
9 Plaintiff and the Class Members with accurate wage statements in accordance with Labor
10 Code § 226 and to keep accurate time records as required by the Wage Order, Plaintiff and the
11 Class Members have suffered injuries and are entitled to penalties under Labor Code § 226
12 and Labor Code § 226.3 which states that any employer who violates § 226 shall be subject to
13 a civil penalty in the amount of \$250.00 per employee per violation in an initial citation. The
14 civil penalty provided for in this section is in addition to any other penalty provided by law, in
15 an amount to be proven at trial. The injuries suffered by Plaintiff and the Class Members
16 include, but are not limited to, having been, and continuing to be, forced to conduct
17 investigations and perform mathematical computations in an attempt to reconstruct their time
18 records; the inability to reconstruct their time records; the inability to discern the amount of
19 wages they were paid and/or the applicable wage rate; the inability to determine the number of
20 hours, including but not limited to, overtime hours they worked; the inability to determine the
21 number of rest periods and meal periods they were forced to forego; the inability to determine
22 whether they were compensated for all meal and rest periods of which they had been deprived;
23 the inability to determine whether they were paid all wages due for work they performed; the
24 inability to determine the amount of wages owing and unpaid; having been, and continuing to
25 be, forced to hire attorneys and initiate a lawsuit in order to ascertain the aforementioned
information.

26 103. Plaintiff and the Class Members are further entitled to recover from Defendants
27 the greater of their actual damages caused by Defendants' failure to comply with Labor Code
28 § 226(a), or an aggregate penalty not exceeding \$4,000.00.

104. Plaintiff and the Class Members are also entitled to injunctive relief to ensure compliance with this section, pursuant to Labor Code § 226(g).

105. Pursuant to Labor Code § 226(e), each employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000.00, and is entitled to an award of costs and reasonable attorneys' fees.

106. Moreover, an employee is entitled under the Labor Code § 226(g) to injunctive relief to ensure compliance with Labor Code § 226 and is entitled to an award of costs and reasonable attorneys' fees.

107. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed for.

FIFTH CAUSE OF ACTION
Failure to Pay All Wages Upon Termination
(California Labor Code §§ 201, 202 and 203; and The Wage Order)
(Plaintiff and the Class Members against Defendant BELLOWS and DOES 1-25)

108. Plaintiff and the Class Members incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

109. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

110. Labor Code § 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

111. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

112. Defendants willfully failed to pay Plaintiff and the Class Members all their wages due, as alleged hereinabove and hereinafter, upon the termination of their employment

1 within the times prescribed by Labor Code §§201 and 202 and are therefore subject to a
2 waiting time penalty. Plaintiff and the Class Members are entitled to recover from Defendants
3 the statutory penalty for each day they were not paid at their regular hourly rate of pay, up to a
4 thirty (30) day maximum pursuant to California Labor Code § 203.

5 113. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
6 for.

7 **SIXTH CAUSE OF ACTION**
Violation of Labor Code § 2802
(Plaintiff and the Class Members against Defendant BELLOWS and DOES 1-25)

8 114. Plaintiff and the Class Members incorporate by reference all of the allegations
9 contained in the preceding paragraphs as though fully set forth herein.

10 115. Pursuant to Labor Code § 2802 an employer shall indemnify his or her employee
11 for all necessary expenditures or losses incurred by the employee in direct consequence of the
12 employee's discharge of his or her duties.

13 116. At all times herein alleged, Defendants regularly and consistently violated Labor
14 Code § 2802 by failing to reimburse for expenses incurred in the performance of their duties,
15 including expenses associated with the use of Plaintiff's and the Class Members' personal
16 phones for mandatory work-related purposes.

17 117. Plaintiff and the Class Members were required to retain attorneys to bring this
18 action and are entitled to an award of reasonable attorneys' fees pursuant to Labor Code §
19 2802(c).

20 **SEVENTH CAUSE OF ACTION**
California Labor Code Private Attorneys General Act of 2004
(California Labor Code § 2698)
(Plaintiff and the Aggrieved Employees against Defendant BELLOWS and DOES 1-25)

21 118. Plaintiff alleges and incorporates by reference all of the allegations contained in
22 the preceding paragraphs as though fully set forth herein.

23 119. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover
24 civil penalties for the violation(s) of the Labor Code Sections enumerated in Labor Code
25 Section 2699.5.

26 120. Plaintiff is an "aggrieved employee" pursuant to Labor Code § 2699, as Plaintiff
27 has suffered violations including, but not limited to, violations of Labor Code §§ 201, 202,
28

203, 204, 208, 216, 223, 226, 226.7, 233, 510, 512, 558, 1174, 1194, 1197, 1198, 1199, 2698 et seq 2699(f) and (g), 2802, and the Wage Order.

121. Pursuant to PAGA, and in particular California Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff and the employees, and the State of California against Defendant on behalf of herself and the employees.

122. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

EIGHTH CAUSE OF ACTION
Unfair Business Practices
(California Business and Professions Code §§ 17200 et seq. and Common Law)
(Plaintiff and the Class Members against Defendant BELLOWS and DOES 1-25)

123. Plaintiff and the Class Members hereby incorporate each of the preceding paragraphs of this Complaint as if fully alleged herein.

124. Plaintiff and the Class Members suffered direct injury as a result of the Defendants' conduct, as alleged in the preceding paragraphs, and bring this action under Code of Civil Procedure § 382. The deprivation by Defendants of Plaintiff and the Class Members of wages due and lawful meal and rest periods, and Defendants' provision of inaccurate wage statements, are unlawful business practices within the meaning of Business and Professionals Code § 17200, et seq. including, but not limited to, a violation of the Wage Order, regulations, and statutes, and further, whether or not in violation of the aforementioned Wage Order, regulation and statutes, amount to practices which are otherwise unfair.

125. Under Business and Professions Code § 17200, et seq., including, but not limited to §§ 17201, 17203, and 17208, Plaintiff asserts standing on behalf of herself and on the behalf of each of the members of the class alleged herein. Plaintiff and the Class Members seek, among others, restitution of compensation due during the Class Period.

126. Throughout the Class Period, Defendants have committed violations of law, as described herein, including, but not limited to, violation of Labor Code §§ 204, 216, 221, 226.7, 510, 512(a), 1194, 1198, 2802 and the Wage Order.

127. These unlawful and unfair business practices defeat the public interest purposes of the State's labor laws, as set forth in the sections of the California Labor Code, the

1 California Code of Regulation and the Wage Order referenced elsewhere in this complaint, all
2 of which promote compliance with labor laws and employment regulations by participants in
3 Defendants' industry.

4 128. Defendants' unfair and unlawful business practices thus have violated the
5 sections of the Labor Code, California Code of Regulation, and the Wage Order referenced in
6 this complaint and have imposed harm on their employees and their competitors and will
7 continue to do so until abated. As a result of these unfair and unlawful business practices,
8 Defendants have retained monies belonging to Plaintiff and the Class Members and they have
9 been unjustly enriched at Plaintiff's and the Class Members' expense. Plaintiff and the Class
10 Members are entitled to restitution of the wages and monies withheld and retained by
11 Defendants during the Class Period and a preliminary and permanent injunction requiring
12 Defendants to pay all wages and sums due to Plaintiff and the Class Members, to provide
13 mandatory rest and meal periods, and to provide accurate and complete wage statements.

14 129. As a direct and proximate result of Defendants' conduct, Plaintiff and the Class
15 Members have suffered injury and loss of money.

16 130. This action will result in the enforcement of an important right affecting the
17 public interest. The conduct of Defendants as alleged herein has been and continues to be
18 unfair, unlawful and harmful to Plaintiff and the Class Members, and the general public.
19 Accordingly, under Code of Civil Procedure § 1021.5, Plaintiff and the Class Members are
20 entitled to an award of reasonable attorneys' fees according to proof.

21 131. WHEREFORE, Plaintiff and the Class Members request relief as hereinafter
22 prayed for.

23 **NINTH CAUSE OF ACTION**
24 **Sexual Harassment in Violation of the FEHA**
(Plaintiff against Defendants)

25 132. Plaintiff alleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs as though fully set forth herein.

27 133. At all times herein mentioned, the FEHA was in full force and effect and was
28 fully binding upon Defendants. Specifically, California Government Code section 12940(j)

1 prohibits an employer from sexually harassing an employee on the basis of his/her sex or
2 gender.

3 134. The actions of Defendants towards Plaintiff as described herein, created a hostile
4 sexual environment which materially altered Plaintiff's working conditions, and which
5 constituted sexual harassment in violation of Government Code section 12940(j)(1).

6 135. As a direct, foreseeable and proximate result of the unlawful actions of
7 Defendants, Plaintiff has suffered and continues to suffer compensatory damages, including
8 without limitation, lost wages, loss of future earnings, emotional distress, mental anguish,
9 embarrassment, humiliation, loss of future advancement, and damages, in the amount of at
10 least \$25,000.00, according to proof at the time of trial, which is in excess of the jurisdictional
11 minimum for this lawsuit to qualify as an unlimited civil action. Plaintiff claims such amounts
12 as damages, together with prejudgment interest accruing from the date of the filing of this
13 action pursuant to California Civil Code sections 3281 and/or 3288, and/or any other provision
14 of law providing for prejudgment interest.

15 136. As a direct, foreseeable and proximate result of the unlawful actions of
16 Defendants, Plaintiff has been forced to hire attorneys to prosecute the claims alleged herein
17 and has incurred and is expected to continue to incur attorneys' fees. Pursuant to California
18 Government Code section 12965(b), Plaintiff requests the award of attorneys' fees against
19 Defendants.

20 137. Defendants committed the acts alleged herein maliciously, fraudulently, and
21 oppressively, callously, in bad faith, with the wrongful intent of injuring Plaintiff, and in
22 conscious disregard of Plaintiff's rights and safety. As such, Plaintiff is entitled to an award of
23 punitive damages in an amount according to proof.

24 **TENTH CAUSE OF ACTION**
25 **Sex Discrimination in Violation of the FEHA**
26 **(Plaintiff against Defendants)**

27 138. Plaintiff alleges and incorporates by reference all of the allegations contained in
28 the preceding paragraphs as though fully set forth herein.

139. California Government Code section 12940(a) prohibits an employer from

1 discriminating against an employee on the basis of his/her sex or gender.

2 140. Defendants discriminated against Plaintiff on account of Plaintiff's sex/gender.
3 As described above, Plaintiff suffered adverse employment action in the form of workplace
4 harassment, which was motivated by Plaintiff's sex/gender, and those adverse employment
5 actions materially affected the terms and conditions of Plaintiff's employment. Sexual
6 harassment is a form of gender discrimination.

7 141. As a direct, foreseeable and proximate result of the Defendants' unlawful
8 actions, Plaintiff has suffered and continues to suffer compensatory damages, including
9 without limitation, lost wages, loss of future earnings, emotional distress, mental anguish,
10 embarrassment, humiliation, loss of future advancement, and damages, in the amount of at
11 least \$25,000.00, according to proof at the time of trial, which is in excess of the jurisdictional
12 minimum for this lawsuit to qualify as an unlimited civil action. Plaintiff claims such amounts
13 as damages, together with prejudgment interest accruing from the date of the filing of this
14 action pursuant to California Civil Code sections 3281 and/or 3288, and/or any other provision
15 of law providing for prejudgment interest.

16 142. As a direct, foreseeable and proximate result of Defendants' unlawful actions,
17 Plaintiff has been forced to hire attorneys to prosecute the claims alleged herein and has
18 incurred and is expected to continue to incur attorneys' fees. Pursuant to California
19 Government Code section 12965(b), Plaintiff requests the award of attorneys' fees against
20 Defendants.

21 **ELEVENTH CAUSE OF ACTION**
22 **Failure to Investigate and Prevent Harassment and Discrimination in Violation of FEHA**
23 **(Plaintiff against Defendant BELLOWS and DOES 1-25)**

24 143. Plaintiff alleges and incorporates by reference all of the allegations contained in
25 the preceding paragraphs as though fully set forth herein.

26 144. Pursuant to the FEHA, Defendants' were required to take reasonable steps to
27 prevent sexual harassment and discrimination, as mandated by Government Code Section
28 12940(k). As alleged herein, Defendants failed to take all reasonable steps necessary to
prevent such unlawful conduct from occurring.

1 145. As alleged above, Plaintiff was repeatedly subjected to unabated sexual
2 harassment as described above that significantly altered the conditions of Plaintiff's
3 employment and created an abusive working environment. Defendants, however, did nothing
4 to rectify the unlawful conduct despite having received reports concerning the inappropriate
5 behavior. Because of Defendants' failure to act, the sexual harassment against Plaintiff
6 persisted.

7 146. As a result, Defendants violated Section 12940(k) by not taking all reasonable
8 steps to prevent harassment and discrimination from occurring and, thus, is liable for violation
9 of the FEHA.

10 147. As a proximate result of Defendants' failure to take reasonable steps to prevent
11 sexual harassment and discrimination, Plaintiff has suffered and continues to suffer
12 compensatory damages, including without limitation, lost wages, loss of future earnings,
13 emotional distress, mental anguish, embarrassment, humiliation, loss of future advancement,
14 and damages, in the amount of at least \$25,000.00, according to proof at the time of trial,
15 which is in excess of the jurisdictional minimum for this lawsuit to qualify as an unlimited
16 civil action. Plaintiff claims such amounts as damages, together with prejudgment interest
17 accruing from the date of the filing of this action pursuant to California Civil Code sections
18 3281 and/or 3288, and/or any other provision of law providing for prejudgment interest.

19 148. As a proximate result of Defendants' failure to prevent discrimination and
20 harassment in the workplace, Plaintiff has been forced to hire attorneys to prosecute the claims
21 alleged herein and has incurred and is expected to continue to incur attorneys' fees. Pursuant
22 to California Government Code section 12965(b), Plaintiff requests the award of attorneys'
23 fees against Defendants.

24 **TWELFTH CAUSE OF ACTION**
 Intentional Infliction of Emotional Distress
 (Plaintiff against Defendants)

25 149. Plaintiff alleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs as though fully set forth herein.
27

28 150. Defendants' above-said acts were so extreme and outrageous that it exceeded the

1 boundaries of human decency and was beyond the pale of conduct tolerated in a civilized
2 society. The outrageousness of the above-described conduct is amplified due to upper
3 management's abuse of their positions with actual and apparent authority over Plaintiff, such
4 as is commonly found in employment relationships. Defendants were aware that its unlawful
5 acts would cause Plaintiff to suffer extreme emotional distress and other consequential
6 damages.

7 151. As a result of Defendants' intentional infliction of emotional distress, Plaintiff
8 has suffered and continues to suffer substantial loss and damages including, loss of salary,
9 future advancement, bonuses, commissions, benefits, embarrassment, humiliation, and mental
10 anguish in an amount to be determined at trial.

11 152. Defendants committed the acts alleged herein maliciously, fraudulently, and
12 oppressively, with the wrongful intention of injuring Plaintiff, and acted with an improper and
13 evil motive amounting to malice and in conscious disregard of Plaintiff's rights. Plaintiff is
14 thereby entitled to punitive damages in an amount according to proof.

15 **THIRTEENTH CAUSE OF ACTION**
16 **Negligent Infliction of Emotional Distress**
17 **(Plaintiff against Defendants)**

18 153. Plaintiff alleges and incorporates by reference all of the allegations contained in
19 the preceding paragraphs as though fully set forth herein.

20 154. When Defendants committed the acts described above, they knew, or should
21 have known, that their failure to exercise due care in the performance of their role as
22 employer, manager, and supervisor would cause Plaintiff to suffer emotional distress.
23 Defendants knew or should have known that their conduct under the alleged circumstances
24 would cause Plaintiff severe emotional distress.

25 155. Defendants' above-said acts of constituted negligent infliction of emotional
26 distress against Plaintiff, and such conduct of Defendants was a substantial or determining
27 factor in causing damage and injury to Plaintiff.

28 156. As a result of Defendants' negligent infliction of emotional distress, Plaintiff has
suffered and continues to suffer substantial loss and damages including, loss of salary, future

1 advancement, bonuses, commissions, benefits, embarrassment, humiliation, and mental
2 anguish in an amount to be determined at trial.

3 157. Defendants committed the act alleged herein maliciously, fraudulently, and
4 oppressively, with the wrongful intent of injuring Plaintiff, and acted with an improper and
5 evil motive amounting to malicious and in conscious disregard of Plaintiff's rights. Plaintiff is
6 thereby entitled to punitive damages from Defendants in an amount to be determined at trial.

7 **FOURTEENTH CAUSE OF ACTION**
8 **Retaliation in Violation of FEHA**
9 **(Plaintiff against Defendants)**

10 158. Plaintiff alleges and incorporates by reference all of the allegations contained in
11 the preceding paragraphs as though fully set forth herein.

12 159. California Government Code Section 12940(h) prohibits employers from
13 retaliating against employees who have opposed any practices forbidden under the FEHA.

14 160. Defendants retaliated against Plaintiff because Plaintiff complained about
15 conduct forbidden under the FEHA, namely, having been subject to unlawful sexual
16 harassment on the basis of Plaintiff's sex/gender.

17 161. As a proximate result of Defendants' retaliation against Plaintiff, Plaintiff has
18 suffered and continues to suffer compensatory damages, including without limitation, lost
19 wages, loss of future earnings and earning capacity, emotional distress, mental anguish,
20 embarrassment, humiliation, loss of future advancement, and damage. Plaintiff claims such
21 amounts as damages, together with prejudgment interest accruing from the date of the filing of
22 this action.

23 162. As a proximate result of Defendants' retaliation against Plaintiff, Plaintiff has
24 been forced to hire attorneys to prosecute the claims alleged herein, and has incurred and is
25 expected to continue to incur attorneys' fees. Pursuant to California Government Code Section
26 12965(b), Plaintiff requests the award of attorney's fees against Defendants.

27 **FIFTEENTH CAUSE OF ACTION**
28 **Retaliation**
(California Labor Code 1102.5)
(Plaintiff against Defendants)

163. Plaintiff alleges and incorporates by reference all of the allegations contained in

1 the preceding paragraphs as though fully set forth herein.

2 164. Labor Code § 1102.5(b) states:

3 An employer, or any person acting on behalf of the employer, shall
4 not retaliate against an employee for disclosing information, or
5 because the employer believes that the employee disclosed or may
6 disclose information, to a government or law enforcement agency,
7 to a person with authority over the employee or another employee
8 who has the authority to investigate, discover, or correct the
9 violation or noncompliance, or for providing information to, or
10 testifying before, any public body conducting an investigation,
11 hearing, or inquiry, if the employee has reasonable cause to believe
12 that the information discloses a violation of state or federal statute...

13 165. As alleged above, Plaintiff complained to Defendants about conduct forbidden
14 under the FEHA, namely, having been subject to unlawful sexual harassment on the basis of
15 Plaintiff's sex/gender. In response to Plaintiff's afore-referenced complaint, Defendants
16 unlawfully retaliated against Plaintiff and constructively terminated Plaintiff's employment as
17 a result thereof.

18 166. By engaging in the aforementioned unlawful acts, practices, omissions, and by
19 condoning and ratifying such acts by failing to properly investigate and adequately discipline
20 the perpetrators of these practices and omissions, Defendants intended to cause injury to
21 Plaintiff. Defendants intentional and injurious conduct toward Plaintiff was reckless,
22 malicious, and despicable, and was carried out with a conscious and willful disregard of the
23 rights and safety of others. Therefore, Plaintiff seeks an award of punitive damages, sufficient
24 to punish Defendants and to serve as an example to deter them from similar conduct in the
25 future. Plaintiff claims such amount as damages together with prejudgment interest thereon
26 pursuant to California Civil Code §§ 3287, 3288, and/or any other applicable provision
27 providing for prejudgment interest.

28 167. As a direct and proximate result of Defendants' unlawful acts, practices, and
omissions, Plaintiff has suffered damages in an amount subject to proof at trial. Plaintiff
claims such amounts as damages together with prejudgment interest accruing from the date of
the filing of this action pursuant to California Civil Code Sections 3281 and/or 3288, and/or
any other provision of law providing for prejudgment interest.

1 168. As a direct and proximate result of Defendants' unlawful acts, practices, and
2 omissions, and inasmuch as Defendants are a corporation or limited liability company,
3 Plaintiff seeks civil penalties against Defendants pursuant to California Labor Code §
4 1102.5(e), which provides in pertinent part: "[i]n addition to other penalties, an employer that
5 is a corporation or limited liability company is liable for a civil penalty not exceeding ten
6 thousand dollars (\$10,000) for each violation of this section."

7 169. As a direct and proximate result of Defendants' unlawful acts, practices, and
8 omissions, pursuant to California Labor Code 1102.5(j), Plaintiff requests the award of
9 attorneys' fees against Defendants.

10 **SIXTEENTH CAUSE OF ACTION**
11 **Wrongful Termination in Violation of Public Policy**
12 **(Plaintiff against Defendant BELLOWS and DOES 1-25)**

13 170. Plaintiff alleges and incorporates by reference all of the allegations contained in
14 the preceding paragraphs as though fully set forth herein.

15 171. At all times mentioned herein, the State of California has had a substantial and
16 fundamental public policy as reflected in the FEHA. This statute requires Defendants to
17 refrain from retaliating against any employee who has engaged in any protected activity.

18 172. At all times mentioned herein, the public policy of the State of California, as
19 codified, expressed and mandated in the FEHA, prohibits employers from retaliating against
20 employees because an employee has reported or resisted illegal, unethical, or unsafe practices
21 in the workplace as reflected in California laws.

22 173. Nevertheless, Defendants violated these public policies by terminating Plaintiff
23 because Plaintiff engaged in protected activity by reporting or resisting sexual harassment in
24 the workplace.

25 174. By engaging in the aforementioned unlawful and improper acts, practices,
26 omissions, and by condoning and ratifying such acts by failing to properly investigate and
27 adequately discipline the perpetrators of these practices and omissions, Defendants intended to
28 cause injury to Plaintiff. Defendants' intentional and injurious conduct toward Plaintiff was
reckless, malicious, and despicable, and was carried out with a conscious and willful disregard

1 of the rights and safety of others. Therefore, Plaintiff seeks an award of punitive damages,
2 sufficient to punish Defendants and to serve as an example to deter them from similar conduct
3 in the future.

4 175. As a direct and proximate result of Defendants' unlawful and improper acts,
5 practices, and omissions, Plaintiff has suffered damages in an amount subject to proof at trial.
6 Plaintiff claims such amount as damages together with prejudgment interest thereon pursuant
7 to California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for
8 prejudgment interest.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays as follows:

- 11 1. For an order certifying this action as a class action and proposed Class;
- 12 2. For an order appointing Plaintiff as the representative of all the Class Members;
- 13 3. For an order appointing counsel for Plaintiff as Class Counsel.
- 14 4. As to the First and Second Cause of Action, for unpaid premium wages and
15 penalties pursuant to Labor Code §§ 210, 226.7, 512, 1198 and the Wage Order;
- 16 5. As to the Third Cause of Action, for unpaid wages, including minimum and
17 overtime wages, damages and/or penalties pursuant to Labor Code §§ 510, 558, 1194, 1197,
18 1197.1, and 1198, and the Wage Order;
- 19 6. As to the Fourth Cause of Action, for damages and/or penalties, attorneys' fees
20 and costs pursuant to Labor Code §§ 226 and 226.3, and the Wage Order;
- 21 7. As to the Fifth Cause of Action, for failing to pay all wages upon termination
22 pursuant to Labor Code §§ 201, 202, and 203;
- 23 8. As to the Sixth Cause of Action, for damages and/or penalties pursuant to Labor
24 Code § 2802, and the Wage Order;
- 25 9. As to the Seventh Cause of Action, for civil penalties and attorneys' fees
26 pursuant to Labor Code § 2698 et seq., and Labor Code § 226.3;
- 27 10. As to the Eighth Cause of Action, for restitution of unpaid wages and penalties
28 pursuant to Business and Professions Code § 17200 et seq.;

11. As to the Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, and Sixteenth Cause of Action, for special and general damages, back pay, front pay, exemplary and punitive damages;

12. As to All Causes of Action, for prejudgment interest from the day such amounts were due and payable.

13. As to All Causes of Action, for attorneys' fees and costs provided by Labor Code §§ 218.5, 226, 1194, Code of Civil Procedure § 1021.5, and Government Code § 12965(b); and

14. For such other and further relief as the Court may deem equitable and appropriate.

DEMAND FOR JURY TRIAL OF PLAINTIFF'S INDIVIDUAL CLAIMS

Plaintiff hereby demands a jury trial.

Dated: February 10, 2025

FITZPATRICK & SWANSTON

By: /s/ B. James Fitzpatrick
B. James Fitzpatrick
Attorneys for Plaintiff,
Jennifer Galvan on behalf of herself and
all similarly aggrieved employees

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EXHIBIT A



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 7, 2025

Jennifer Galvan
c/o Fitzpatrick & Swanson 555 S Main Street
Salinas, CA 93901

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202501-27651408
Right to Sue: Galvan / Bellows Plumbing, Heating & Air, Inc et al.

Dear Jennifer Galvan:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective January 7, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Jennifer Galvan

CRD No. 202501-27651408

Complainant,

vs.

Bellows Plumbing, Heating & Air, Inc
2652 Research Park Drive
Soquel, CA 95073

David Michael Murrow

,

Respondents

1. Respondent **Bellows Plumbing, Heating & Air, Inc** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **David Michael Murrow** individual as Co-Respondent(s).

3. Complainant **Jennifer Galvan**, resides in the City of **Salinas**, State of **CA**.

4. Complainant alleges that on or about **January 3, 2025**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, sexual harassment.

Complainant was discriminated against because of complainant's sex/gender and as a result of the discrimination was forced to quit, reprimanded, denied equal pay.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was forced to quit, reprimanded, denied equal pay.

Additional Complaint Details: Complainant Jennifer Galvan ("Complainant") was hired by Respondent Bellows Plumbing, Heating & Air, Inc. ("BELLOWS") in July 2018, as a plumbing apprentice. At the time, Complainant had more than seven years of quality control and management experience, two years of plumbing experience, and she had completed a vocational training program (Ultimate Technical Academy) in plumbing service and technology. In 2017, Complainant also received her trade association (NASSCO) certifications for pipeline assessment and lateral assessment (PACP and LACP), necessary for sewer inspections. She completes the PACP/LACP re-certifications approximately every three years.

At BELLOWS, Complainant was assigned to work under David Michael MURROW ("MURROW") as her direct supervisor. Her schedule was M-F 8:00AM through approximately 5:00PM, but closing time varied depending on the job. Depending on the needs of the job, sometimes they would get off early, and sometimes they would work late. Complainant was paid hourly, starting at \$18.00 per hour and receiving raises to \$30.00 per hour by 2021. Once Complainant was promoted and assigned her own van/truck, BELLOWS said she would receive commissions for the sales/jobs she sold.

Complainant was a good and hard-working employee, and she enjoyed her work. When hired, Complainant worked and trained with a plumbing installation crew for about a year and then was assigned to a van with another technician. By August 2019, Complainant was promoted to her own truck/van and received a desk in the plumbing side of the building. She was the only non-manager to have a desk. Complainant and three managers had adjacent desks in a cubicle area. MURROW's desk was approximately one to two yards away, kitty-corner from Complainant's desk. Throughout her employment, Complainant had regular, daily contact with MURROW, her boss, and throughout her employment, Complainant was the only female tradesperson or technician working for BELLOWS. The only other women, of approximately 115 employees, working for BELLOWS worked in the office doing clerical and office work.

During the course of her employment, MURROW subjected Complainant to harassment and discrimination based on her sex/gender (female) and she was subjected to abusive or sexual harassment, which significantly altered the conditions of her employment and created a hostile working environment. Complaint was subjected to abusive workplace harassment that no reasonable person would find tolerable in a work environment. In addition, BELLOWS paid Complainant less than BELLOWS paid to the males who worked in similar positions (bidding jobs for commissions).

Complainant reported workplace harassment by MURROW to BELLOWS on multiple occasions. MURROW was inappropriately angry and abusive towards employees and to Complainant in particular. BELLOWS failed to investigate and failed to take reasonable actions to prevent and protect Complainant from further harassment, discrimination and retaliation.

As early as 2018-2019, Complainant recalls discussing harassment by MURROW with her trainer at the time, plumbing technician John Gibson. Complainant told Mr. Gibson that

1 MURROW was hard on her and that he stressed her out. MURROW made Complainant
2 feel uncomfortable about being the only female plumbing tech who worked for BELLOWS.
3 Complainant told Mr. Gibson that she had never had a boss who treated his employees that
4 way.

5 MURROW's moods were volatile and unpredictable. Sometimes he was normal and
6 friendly, and other times he was yelling and screaming, throwing things, acting
7 unprofessional, and lacking self-control. MURROW made Complainant feel uncomfortable
8 about being the only female by saying things like, "Are you trying to take my job?"
9 MURROW was harsher and more critical towards Complainant than he was to the men.
10 Complainant felt like she had to "work harder than the guys or try harder than the guys" and
11 MURROW made her feel weird, different, and singled-out.

12 One incident, in early 2019, occurred when they were working outdoors, and it was raining
13 profusely. The sump pump was not working fast enough, and MURROW was aggressively
14 yelling at Complainant and the crew to shovel faster. MURROW specifically singled-out
15 Complainant, and yelled in front of her coworkers, that she was not shoveling fast enough
16 and that she needed to "eat meat & potatoes" and gain weight so she would have more
17 weight behind the shovel. Thereafter, during her employment at BELLOWS, Complainant
18 intentionally tried to gain weight. On February 12, 2019, in response to the above incident,
19 Complainant posted on social media a picture of her dinner and said, "meat & potatoes (with
20 gritting teeth emoji)."

21 In approximately 2021, Complainant observed that BELLOWS changed MURROW's job
22 duties and removed him from having direct management of the plumbing installation crew.
23 Complainant heard that a male coworker (Jeremy Kallas) allegedly quit over MURROW's
24 verbally abusive behavior. William Dempster took over the job duties of managing the
25 plumbing install crew. Despite his change in job duties, MURROW still had daily contact
26 with Complainant, and Complainant felt like she was the only thing he was managing (like it
27 caused him to micro-manager her). MURROW's change in job duties caused him to more
28 intensely scrutinize Complainant.

Also, in approximately early 2021, Complainant found out that she had not been receiving
commissions as her male counterparts were being paid. Complainant spoke with MURROW
about the pay issue, and MURROW said he would talk with the owner Jason about it. Jason
got back to her and said that he would pay her commissions in a way that would benefit her
the most. During the past three years, Complainant made multiple complaints to MURROW
that she was "selling a lot" but not seeing it reflected in her paycheck. MURROW repeatedly
told her she just needed to sell more. Complainant estimates that she spoke with
MURROW about this issue at least ten times since 2020.

Other BELLOWS employees noticed that MURROW was especially mean to Complainant.
In approximately 2022, Jacob Ramirez, a plumbing installer, told Complainant that he
noticed MURROW acted especially "fucked up" towards Complainant, and that out of her
presence, Jacob had said something to MURROW like "he should not be talking that way to
people." Complainant thanked Mr. Ramirez for standing up for her. Despite this, MURROW
continued to talk down to Complainant, constantly belittling her like she was not doing

1 anything right. COMPLAINANT reported problems she was having with MURROW to
2 BELLOWS management multiple times before the November 1, 2024, incident.

3 In early 2022, Complainant was feeling so demoralized by MURROW's treatment that she
4 told Sabrina Tabieros, BELLOWS Human Resources, that she wanted to quit. Complainant
5 told Ms. Tabieros about the problems she was having with MURROW continuously yelling at
6 her, stressing her out, being condescending, putting her down, and that she needed to quit.
7 This was not the first time that Complainant spoke with Ms. Tabieros about MURROW, but
8 by early 2022, the situation had gotten so bad, Complainant was feeling like she could no
9 longer work there, and it was harming her physical and mental health. Complainant is
10 informed and believes that Ms. Tabieros reported MURROW's discriminatory and harassing
11 behavior to BELLOWS' officers, directors and managing agents. Despite multiple reports,
12 BELLOWS failed to reasonably investigate and failed to prevent further harassment.
13 MURROW continued his inappropriate and aggressive treatment towards Complainant.

14 Complainant's continued distress is documented in an October 8, 2022, text to human
15 resources: "Hey I've been thinking maybe I'm just stressing out more than usual. I don't want
16 to quit or switch departments. I don't know. I like MURROW a lot and don't want him to hate
17 me." BELLOWS failed to discipline MURROW or train him in appropriate workplace conduct
18 and employee management.

19 Instead of protecting Complainant from retaliation, one of the owners, Greg Bellows, put
20 pressure and guilt on Complainant. During a meeting with Complainant (supposedly to
21 address MURROW's behavior), Complainant told Mr. Bellows about MURROW's continued
22 abusive behavior and communicated that it was intolerable and that Complainant was "on
23 [her] way out" because of MURROW. Mr. Bellows told Complainant that MURROW's bad
24 behavior "wasn't [Greg's] fault" and that it wasn't "fair" to Greg for her to quit and leave.

25 Complainant felt pressured to stay and endure MURROW's mistreatment. Moreover, for
26 financial reasons, Complainant needed her job.

27 In late 2022, Complainant, Ms. Tabieros, MURROW and Stephanie (General Manager), all
28 had a meeting, supposedly to address MURROW's behavior towards Complainant.

Thereafter, MURROW changed his behavior for a time by severely giving Complainant "the
cold shoulder" and not assisting her at work or providing the professional support she
needed to do her job. He was rude to her in his tone and treated her like he did not have
time to answer her questions. He made her feel like an idiot for asking for work-related
assistance.

When he did start communicating with her again, he continued to be verbally abusive and
degrading, and he pressured Complainant not to get him in trouble because "this job is the
only thing I've got." On or about October 25, 2023, Complainant was at work and MURROW
was yelling at her like he normally would, and Complainant thought she was having a heart
attack. Complainant notified Bailey, the dispatcher, and drove herself to the emergency
room. The providers diagnosed a panic attack and recommended medication. Complainant
informed BELLOWS human resources of the results.

1 On or about February 6, 2024, Complainant was again suffering physical manifestations of
2 workplace stress and she sought medical treatment. On February 7, 2024, Complainant
3 informed BELLOWS human resources, "The severe neck and should pain is the result of
stress. The doctor thinks I should seek therapy, manage my stress and quit my job!!
(laughing smiley face)"

4 The BELLOWS workplace environment failed to improve. In fact, in 2024, the Mr. Bellows
5 told Complainant that the only other woman who worked as a tradesperson for BELLOWS
6 (one woman who trained in HVAC) got fired because she was always flirting with the guys
and "just trying to get laid."

7 In July 2024, Complainant texted BELLOWS human resources about continued problems
with MURROW and her ongoing distress:

8 On Friday, November 1, 2024, Complainant thought she had called off work by texting
Stephanie at 6:08AM. Unfortunately, Complainant had texted the wrong number, but she
9 was unaware and at home asleep in bed with her partner in the late morning. Complainant
10 woke up to the sound of a man's voice calling her from inside her home. She had not heard
anyone knocking or ringing the doorbell. She was undressed but opened her bedroom door
11 and went out of her bedroom when she heard him coming up the stairs. Complainant was
shocked and startled to see MURROW. He was yelling her name and said things like,
12 "where the fuck have you been," "do you know what time it is," and "you have jobs on your
name." Complainant was distressed and uncomfortable, and said, "MURROW, it's a
13 mistake, an honest mistake," and since she had no pants on and was wearing only a thin t-
shirt, she said, "hold on a second," and retreated into her bedroom for clothes.

14 Instead of waiting for her, MURROW followed her into her bedroom. Complainant was
15 frightened and did not know why he was following her. When MURROW saw Complainant's
girlfriend, who was also undressed, in the bed, he looked angrily at Complainant, and then
16 stormed out. He was yelling, "How old are you, how old are you!?" as he left.
Complainant's girlfriend was startled and confused and said, "Does that guy like you?"
17 Complainant had never given MURROW her home address and he did not have permission
to enter her home. She had never invited him to her house in the past and she does not
18 know how he got her home address.

19 Complainant texted and called Ms. Tabieros , on Saturday, November 2, 2024.
Complainant estimates that they talked for 30 minutes or more, and Complainant told Ms.
20 Tabieros what happened. Complainant was crying and very upset ("flipping her lid") and
expressed that this was "too much," that there needed to be "some kind of separation," and
21 that she felt like MURROW was trying to control her. Complainant expressed that she was
too uncomfortable and upset and unable to see MURROW and unable to continue having a
22 desk across from him. Ms. Tabieros said she would look into it, and Complainant is
informed and believes that Ms. Tabieros informed BELLOWS about the incident, and
23 Complainant's request to be separated from MURROW. Complainant stayed at a different
house that night because she was afraid that MURROW was going to trespass again and
24 that he was angry.

1 On Monday, November 4, 2024, BELLOWS had not provided any response, and so
2 Complainant went to work and tried to avoid seeing MURROW by checking with coworkers
3 to find out where he was. When she saw him arrive, she left her desk and exited the office
4 by going all the way around the building. This continued Tuesday and Wednesday, with
5 Complainant trying to avoid him, and having crying/shaking panic attacks and feeling like
6 she was having a breakdown.

7 On Wednesday, November 6, 2024, Complainant texted Ms. Tabieros: "At this point, I feel
8 obligated to make sure the next person after me is going to be ok from him. I've had it. I
9 don't feel safe anymore and I'm completely embarrassed about the entire situation. Now
10 everything is coming out. I've worked so hard to be where I'm at and I can't do this anymore
11 with him. After years and years of him fucking with me, this is my last straw. He controls
12 everything I do at work and I refuse to let him do it at my own personal space. I've been
13 dealing with him for all these years. Him being the way he is sucks and I don't want to do it
14 anymore. He completely violated my personal privacy and even made my girlfriend
15 uncomfortable."

16 Due to these circumstances, Complainant was forced to leave her employment with
17 BELLOWS.
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1 VERIFICATION

2 I, **B. James Fitzpatrick**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true. The matters alleged are based
5 on information and belief, which I believe to be true.

6 On January 7, 2025, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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